

**APPENDIX D  
EXCAVATION REGULATIONS**

Town of North Hampton

(Date)

Town Office  
North Hampton, New Hampshire 03862  
Attention of Planing Board

RE: \_\_\_\_\_ Excavation

Dear Town Officials:

By this document the \_\_\_\_\_ Bank (hereinafter "issuer") hereby issues an irrevocable letter of credit in the amount of \$ \_\_\_\_\_ to the Town of North Hampton on behalf of \_\_\_\_\_ (hereinafter "excavator"). This irrevocable letter of credit is issued to guaranty completion of all reclamation/ improvements required by North Hampton Planning Board and Town of North Hampton Excavation Regulations in conjunction with an excavation and reclamation plan entitled "\_\_\_\_\_", dated \_\_\_\_\_, prepared by \_\_\_\_\_, and approved by the North Hampton Planning Board on \_\_\_\_\_.

It is understood that the improvements guaranteed by this irrevocable letter of credit include but are not limited to the following:

1. Reclamation of \_\_\_\_\_ acres of excavated area. Said excavation area being shown on the above referenced plan.
- 2.
- 3.

It is agreed and understood by the issuer of this letter of credit that it shall be issued for a period of \_\_\_\_\_ months after the excavation permit expiration date. If all improvements guaranteed by this letter of credit are not completed by \_\_\_\_\_ (date) and if a certificate indicating completion of all improve-ments has not been issued by the North Hampton Planning Board, then this letter of credit shall be automatically considered to have been called, and without further action by the Town of North Hampton, or its Planing Board, the issuer shall forthwith forward a check in the amount of \$ \_\_\_\_\_ to the Treasurer of the Town of North Hampton. The funds so forwarded to the Town Treasurer shall be used exclusively for the purpose of completing the reclamation/improvements which are guaranteed by this letter of credit. Any funds not needed by the Town to complete improvements required by the excavation/reclamation plan referred to above shall be returned to the issuer.

Additionally, for out-of-state banks, the following sentence shall be an integral part of the irrevocable letter of credit. " (bank) hereby consents to the jurisdiction of the New Hampshire Court System for adjudication of any dispute arising from this letter of credit, and agrees that any such litigation shall be maintained in the Rockingham County Superior Court. The parties agree that this letter of credit shall be interpreted under New Hampshire law".

Dated: \_\_\_\_\_  
(Signature of Bank Officals)

I have read this letter of credit and agree to its terms.